

A letter for appointment to the Wabash River Heritage Corridor Commission was presented to commissioners. Mr. Journey believed there would be no benefit to the county for attendance as it was mostly centered in southern Indiana. He recommended to appoint no member to the commission. Rex Journey made a motion to not appoint a representative to the commission. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

A lease agreement with the City of Portland for 118 S Meridian St. Suite D was presented for commissioner approval. The lease agreement will be for office space for the community coordinator position. Brian McGalliard made a motion to approve the lease. Rex Journey seconded the motion and the motion passed by unanimous vote.

A claim for the Indiana Bond Bank Fuel Budgeting Program of \$899,40 for the month of October was presented for commissioners' approval. Rex Journey made a motion to approve the claim to IBB. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

A claim to Milestone Contractors for \$56,878.25 in relation to the community crossings grant was presented for commissioner's approval. Rex Journey made a motion to approve the milestone claim. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

A \$50,000 claim to Brandeis for the purchase of the Komatsu Excavator was presented for commissioner approval. Rex Journey made a motion to approve the claim. Brian McGalliard seconded the motion and the motion was passed by unanimous vote.

The 2024 calendar was presented for commissioner approval. After a brief discussion, commissioners agreed to look at removing election day from the holiday schedule for 2025. Rex Journey made a motion to approve as presented. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

With no further business, Brian McGalliard made a motion to adjourn at 11:13 a.m; Rex Journey seconded the motion and the motion passed by unanimous vote.

JAY COUNTY COMMISSIONERS

Chad Aker
Brian McGalliard
Rex Journey
Attest: Jay County Auditor

NOVEMBER 27, 2023

The Jay County Commissioners met in regular session on Monday, November 27, 2023, in the auditorium in the courthouse. Attending was Rex Journey, Brian McGalliard, attorney Wes Schemenaur, auditor Emily Franks, and Chad Aker, president, presiding. Rex Journey asked a grammatical error be corrected under the Retirement Center Committee section. The change was corrected and initialed. Rex Journey made a motion to approve the minutes from the joint executive session on November 8th, 2023 and the regular session on November 13, 2023. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

SHERIFF

Larry Ray Newton, sheriff, and Ben Schwartz, chief deputy, came to the commissioners for approval of a few items. The first was a grant application approval request for monies from the Indiana Criminal Justice Institute. House Enrolled Act 1001 in 2021 allowed an avenue for departments to offset the income lost by the removal of handgun permit fees. The department collected \$9,810 in 2020 from gun permit fees and according to Mr. Newton, the county should be reimbursed at 2020 rates. He has been guaranteed reimbursement for 2023 and 2024 but is unsure if the county will receive reimbursement for 2021 or 2022.

Mr. Journey asked the guidelines for the expenditure of the funds. Mr. Newton believed it would follow the original uses including the purchase of firearms, ammunition and equipment. Mr. Journey questioned how much is spent on ammunition annually. Mr. Schwartz believed it to be over \$5,000. He also confirmed there was no matching money required for the grant. Rex Journey made a motion to approve the grant application for the ICIJ. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

The next item Mr. Newton spoke about was regarding the replacement of the recently wrecked police vehicle. Mr. Schwartz stated the department had been having issues obtaining sealed bids from dealers in lieu of submitting email quotes, due to low vehicle inventory. The department will not be able to order a Ford Interceptor due to the United Auto Workers strike and are looking at purchasing a Dodge Durango. There is one white Dodge Durango available at Thomas Dodge in Highland, Indiana for \$39,227 and four available at Don Franklin in Somerset, Kentucky for \$39,808. The amounts do not include any trade in. Mr. Newton requested the commissioners give him approval to purchase the Durango from Thomas Dodge for \$39,227.

Mr. Newton discussed whether the county could receive more for a trade in or by selling at a local auction. The vehicles several years ago received more in trade in value than at auction. He presented numbers from department vehicles sold at auction in 2021 and 2022. In 2021 they sold 1 SUV and 2 cars and received \$9,154. In 2022 they sold 1 car, 1 van and 2 SUVs for \$11,520. Mr. Aker questioned the mileage of the cars looking to be disposed of by the department. Mr. Schwartz believed them to be around 180,000 miles but estimated them to be over 200,000 at time of disposal in an auction. The department will be looking to dispose of four Ford Explorers by Spring of 2024. Mr. Aker recommended the vehicles be auctioned instead of traded.

Mr. McGalliard questioned if Glass Capitol Chrysler had been reached out to for a quote. Mr. Schwartz had contacted the company roughly three weeks prior, with no vehicles immediately available. He added the department needed a readily available vehicle to start on the road. A sealed bid previously submitted from Glass Capitol Chrysler in October was asked to be opened. Ms. Franks provided the sealed bid for commissioners to open. The quote for a Dodge Durango from Glass Capitol Chrysler was \$41,295. Mr. McGalliard asked if Glass Capitol Chrysler could be contacted to see how quickly they could obtain a Durango for the quote.

After discussion about the best course of action, Rex Journey made a motion to approve the purchase of Dodge Durango from Glass Capitol Chrysler, if they could provide it within 14 days and for \$41,295. If they could not meet those terms, Mr. Newton would be approved to purchase from Thomas Dodge for \$39,227. If the vehicle was no longer available at Thomas Dodge, he would be approved to purchase from Don Franklin. Mr. Newton should pay as much as possible out of LIT-Public Safety with the remainder, if necessary, coming from Cum Cap Development. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

Lastly contracts with two new deputies were presented for commissioner approval. The contract has been slightly altered from previous versions to include reimbursement even if the deputy has not graduated from the Indiana Police Academy. The two contracts were with Deputy Honeycutt and Deputy Armstrong. Rex Journey made a motion to approve the two contracts for reimbursement. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

LIFESTREAM

Kevin DeCamp, transportation manager, came to the commissioners for their approval of the 3rd quarter claim. This will be the last claim utilizing CARES act monies. The claim included \$95,388 from CARES monies and \$103,459 from Rural Transit Section 5311 Monies. Brian McGalliard made a motion to approve and sign the 3rd quarter claim. Rex Journey seconded the motion and the motion passed by unanimous vote. Mr. DeCamp also presented commissioners with a monthly report as part of a recent recommendation from INDOT. He was happy to report their recent in-depth audit reported no findings. The four new buses are currently being wrapped and will be in service soon.

EMERGENCY MANAGEMENT

Multi Hazard Mitigation Planning Grant

Samantha Rhodelamel, director, came to the commissioners to seek approval for participation in the 2025 Multi Hazard Mitigation Planning Grant. The state is responsible for writing the plan but the county is required to provide a 20% cash or in-kind match. Ms. Rhodelamel believes the county can provide the 20% match in-kind based on hours worked on the plan. They will track mileage and hours for the grant. She will need a signed letter of participation from the commissioners. Rex Journey made a motion to approve submitting a participation letter for the 2025 Multi Hazard Mitigation Planning Grant. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

JAY COUNTY COUNTRY LIVING

Kristy Delaney, employee, came to the commissioners for their monthly update on operations. She reported there were currently 27 residents who were paying or waiting on RCAP approval. A letter to remove Melissa Blankley and add Kristy Delaney to the Jay County Country Living bank account was presented for commissioner approval. Brian McGalliard made a motion to approve the change to the bank account. Rex Journey seconded the motion and the motion passed by unanimous vote.

IECRPD- OWNER OCCUPIED REHAB

Nate Kimball, Assistant Director of Regional Economic Development & Planning ECIRPD, came to the commissioners to give an update on operations. They are still waiting to hear back from OCRA about the official approval to start the owner-occupied rehab. Mr. Kimball is working on lining up local contractors for the project bids. He will be establishing office hours for community members to meet with him Tuesdays and Thursdays from 9 a.m. to 12 p.m. He will reach out to local businesses in the afternoons.

INSURANCE- 2024 HSA SCHEDULE

Emily Franks, auditor, presented a schedule rough draft for county HSA contributions for 2024.

Single Plan for 2024			
Eligible for Insurance by	Deposited by	County Contribution	Annual Max
January 1, 2024	January 31, 2024	\$75	
April 1, 2024	April 30, 2024	\$75	
July 1, 2024	July 30, 2024	\$75	
September 1, 2024	September 30, 2024	\$75	\$300

Employee + Spouse, Employee + Children, or Family Plan for 2024			
Eligible for Insurance by	Deposited by	County Contribution	Annual Max
January 1, 2024	January 31, 2024	\$150	
April 1, 2024	April 30, 2024	\$150	
July 1, 2024	July 30, 2024	\$150	
September 1, 2024	September 30, 2024	\$150	\$600

Rex Journey made a motion to approve the schedule as submitted. Brian McGalliard seconded the motion and the motion passed by unanimous vote. Ms. Franks will have a resolution drawn up for final approval and signature at the next commissioners meeting.

PHONE SYSTEM

A contract with Allstar for the NEC Connect system was presented for commissioner approval. The only issue with the contract was in relation to the auto renewal clause. The current contract has it being auto renewed following the initial three-year term. The commissioners asked Mr. Schemenaur to see if the terms can be changed to exclude the auto renewal. The matter was tabled until the next meeting to see if the contract can be altered.

NU-FLOW QUOTE

A quote from Nu-Flow Indy LLC was presented for commissioner approval. There are sewer line issues on the third floor, north side of the courthouse. The quote includes 10 feet of Nu Flow Spin Cast lining for \$9,500. All agreed this would be a cheaper option than replacing the current cast iron plumbing. Brian McGalliard made a motion to move forward with the quote from Nu-Flow. Rex Journey seconded the motion and the motion passed by unanimous vote. The company is requiring \$4,750 to start the project. Brian McGalliard made a motion to approve a claim to Nu-Flow for \$4,750. Rex Journey seconded the motion and the motion was approved by unanimous vote.

2024 CERTIFICATE SALE

As part of the signed Resolution 2023-07 establishing the intent to conduct a commissioner’s sale to sell tax sale certificates for property not sold at the fall tax sale. The tentative date for the sale will be March 13, 2024. An addendum is required with SRI Inc to continue their services for the sale. Rex Journey made a motion to approve the addendum with SRI Inc. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

RESOLUTION 2023-08- READI

A resolution was presented to establish the priority project for the county in relation to the READI 2.0 initiative. Brian McGalliard made a motion to approve resolution 2023-08. Rex Journey seconded the motion and the motion passed by unanimous vote.

RESOLUTION FOR READI 2.0 CALL FOR PROJECTS

WHEREAS, the Indiana Economic Development Corporation (IEDC) has announced a second round of the READI initiative (READI 2.0) and a call for projects has been issued to address, among other issues, housing development within Jay County and the East Central Indiana Region; and,

WHEREAS, the Jay County Commissioners have acquired a certain 68-acre parcel of real estate with the desire to implement a potential housing development on said parcel

and believe that a housing development project should be a priority project for Jay County to be submitted to the IEDC for READI 2.0 funding.

NOW, THEREFORE, BE IT RESOLVED BY THE JAY COMMISSIONERS

that when the Jay County Commissioners declare that the proposed housing development for the 68-acre parcel of real estate located in Wayne Township, Jay County, Indiana is a priority project for READI 2.0 funding for Jay County, Indiana and shall be submitted in the call for projects application process outlined by the IEDC.

JEMS

Gary Barnett, Kyle Gerlach and John McFarland, shift supervisors, came to the commissioners to give an update on monthly operations. Mr. Barnett gave an update on financial matters. If he would take out the wage increase from 2023, he would be within \$663 from breaking even. They are still short two full time paramedics. In the meantime, two former paramedics are filling in part time hours. The ambulance remount is in line, but is unsure about the timeframe for completion. He would like to remove the power cot from the quote as it would be cheaper to buy in bulk.

Mr. Gerlach spoke regarding a quote from Stryker for four power cots for each ambulance. The original quote for one was \$39,000, but with the purchase of four, they came in at \$27,000 each. The quote included the price of four power cots with upgrades kits to use their current cots. Three out of the four current cots are compatible but a fourth will need to be purchased. JEMS will be trading in two manual cots. The total quote came in at roughly \$139,000. However, the department will be paying for the \$22,539 maintenance plan to service the equipment out of their budget. They will also be paying for the new factory refurbished cot between \$7,000-\$9,000.

The conversation turned towards the cost of the maintenance plan and what was covered under the warranty. Mr. Barnett explained the maintenance plan included the company ensuring the equipment maintain factory specifications. This would lower liability of any malfunctions. The commissioners discussed purchasing the four power load cots for \$130,009.77 minus the cost of the new cot out of 1151 by encumbering money into January 2024 as it is estimated to take 4-6 weeks. Rex Journey made a motion to purchase the system for all four ambulances from Stryker. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

Mr. McFarland updated the board on training matters. After reviewing numbers from the last five years, he has had 1,476 out of 1,500 pass various classes including CPR to Advanced EMT certification, representing a 98% success rate. The majority of those who did not complete the programs were due to life issues. Mr. McFarland has been approved for a research fellowship related Rural Health EMS liaison for the group in Utah in February. He will go out in June to receive training related to rest and fatigue study. He has received a scholarship for the amount at around \$4,000 savings.

They discussed Mr. McFarland teaching a paramedic class in the future. It will require \$20,000 for the accreditation. Mr. McGalliard questioned how the county could get more paramedics. Mr. McFarland believed the main problem was an overall lack of paramedics, as most are not renewing their certifications. A recent study showed we were down 33% of paramedics in the state. There is a need for around 15,000 paramedics in Indiana with only 6,200 currently certified. Paramedics are also being sought to replace nursing staff in hospitals and can be offered better pay and benefits in private business. There are three paramedic schools in the region with one not having anyone passing in the last four years. Mr. McGalliard recommended the Jay County Redevelopment Commission help fund.

MISCELLANEOUS BUSINESS

The payroll docket was presented for commissioner approval. Brian McGalliard made a motion to approve the payroll docket. Rex Journey seconded the motion and the motion passed by unanimous vote.

The claims docket for November was presented for commissioner approval. Brian McGalliard made a motion to approve the claims docket for November. Rex Journey seconded the motion and the motion passed by unanimous vote.

The Clerk's Monthly report for October was presented for commissioner approval. Brian McGalliard made a motion to approve the monthly report. Rex Journey seconded the motion and the motion passed by unanimous vote.

A claim for November and December rent to the City of Portland for \$700 was presented for commissioner approval. Brian McGalliard made a motion to approve the claim. Rex Journey seconded the motion and the motion passed by unanimous vote.

A claim to CNA surety for Paula Miller in the amount of \$1,275 was presented for commissioners' approval. The invoice was delivered to the City of Portland and missed the regular claim deadline for November. Brian McGalliard made a motion to approve the claim. Rex Journey seconded the motion and the motion passed by unanimous vote.

Ms. Franks asked to be purchasing agent for food items related to the wellness screening up to \$50. There are 43 participants signed up for the event, over double from 2022. The items purchased will be for after the blood draw and include water, juice, granola bars etc. Rex Journey made a motion to allow the auditor to purchase up to \$50 for food items. Brian McGalliard seconded the motion and the motion passed by unanimous vote.

The topic of fleet vehicles was tabled until the next meeting until company representatives could be present.

With no further business, Brian McGalliard made a motion to adjourn at 10:22 a.m; Rex Journey seconded the motion and the motion passed by unanimous vote.

JAY COUNTY COMMISSIONERS

Chad Aker
Chad Aker

Brian McGalliard
Brian McGalliard

Rex Journey
Rex Journey

Attest: Emily Frank
Jay County Auditor

DECEMBER 4, 2023

The Jay County Commissioners met in special session on Monday, December 4, 2023, in the auditorium in the courthouse. Attending was Rex Journey, Brian McGalliard, attorney Wes Schemenaur, auditor Emily Franks, and Chad Aker, president, presiding.

HIGHWAY DEPARTMENT

Eric Butcher, superintendent, and Sean Hoherr, project manager SES Advantage, came before commissioners to discuss a leak of fuel discovered after the removal of the two underground fuel tanks. They had reported the leak to IDEM for a site examination. The results of the testing have come back and were below the published levels. Mr. Hoherr is optimistic they can do a closure report in lieu of investigations. Mr. Aker was pleased with the news, as they were expecting a cost of \$15,000 for remediation. Mr. Hoherr stated IDEM might require the well on the property be sampled, but it was not likely with the current levels. Mr. Journey questioned if the diesel or gasoline tank was the prevailing issue. Mr. Hoherr stated there was odor on both tanks, but the diesel was more prevalent. He will make the request to IDEM for the closure report and will update the commissioners once a response is received.

SHERIFF DEPARTMENT

A claim to Thomas Chrysler Dodge Jeep Ram of Highland for \$26,000 was presented for commissioner approval. The remainder owed will be paid after the council approves or rejects a transfer in 1170 at their meeting on December 13, 2023. Rex Journey made a motion to approve the claim to the highland dealer. Brian McGalliard seconded the motion and the motion was approved by unanimous vote.

JCDC

Travis Richards, director, and Barbara Street, executive committee member, came to the commissioners to discuss clarification of duties and points in the 2024 service agreement contract. Mr. Schemenaur believed an in-person meeting would be better than back and forth emails. He acknowledged a list of duties was requested by JCDC and the commissioners had met with Nate Kimball from ECI RPD to see what their organization would be able to handle.

Mr. Schemenaur started with point 1, subsection A “Serve as a point of contact and reference for businesses, manufacturers, entrepreneurs, and other individuals or entities that may desire to start a business or relocate a business to Jay County”. There were no named no objections to the wording in subsection A. On subsection B “recruit and pursue businesses, manufacturers, entrepreneurs, and

other individuals or entities that may desire to start a business or relocate a business to Jay County”. There were no named objections to the wording in subsection B.

Mr. Schemenaur moved on to subsection C “Marketing of Jay County through existing projects including Make My Move, Yodel, social media...” This was based on the contract with JCDC in 2013. He asked if this portion needed to be stricken from the contract. Mr. Richards stated his objective was to have a conversation of duties since the split between Jay County Development Corporation and ECI Regional Planning District. He believed their organization would not be well equipped to handle all marketing items since the removal of the community developer position, adding they have been asking for this conversation since October. Mr. Aker responded he could not make the decision himself, referring to having the conversation at a JCDC Executive Committee. Mr. Schemenaur added this was the purpose of the meeting, to have everyone in the same room.

Mr. Schemenaur questioned with the current staffing levels, should the section be removed from the agreement or altered. Mr. Richards said it would be hard to answer at this time. He admitted while he might not be the most social media savvy, they have been handling marketing since becoming a Stellar finalist. As an example, they are in talks with Make My Move to renew the contract for another year. If they were to take on marketing, it would be a discussion of man hours with his board of directors, as they handle staffing issues.

Barbara Street, asked if this was the marketing of Jay County broadly within economic and community development. She added the last thing she would like is for them to appear stupid to outsiders or businesses, by infringing on each other. She asked for clarification whether this would be part of the overall marketing or if this was the marketing for the county. Mr. Aker stated he believed marketing was a part of JCDC with Mr. Schemenaur stating the language was included in the contract that expired in 2016. He sees Make My Move as a marketing issue and the Yodel calendar as a marketing tool to promote events within Jay County. The social media portion of the contract could be dialed down to encompass posting in general as they currently have been. There could be a catchall added to the contract to provide for other services from time to time which would be agreed upon by both parties. The county would not be committing them to a certain amount of Facebook posts. Lastly adding, if there is a better way of saying that, they county would be open to it.

Mr. Richards believed they would not be giving some of these items the justice they deserve if he were to handle social media. Mr. McGalliard questioned if marketing was not one of the main functions of economic development. Mr. Richards responded he believed there to be a difference between marketing for businesses and marketing for tourism and pleasure. He added he would like to have the conversation on whether the items are important or not, and if not, perhaps it not be in anyone’s contract. If they are important, he would like to sit down to have more of a strategy for how to accomplish them.

Mr. Schemenaur asked for clarification on whether Make My Move would still be an active program for 2024 and if it should be removed from the agreement. Mr. McGalliard stated in the 21st century, social media is an important part of marketing. He asked if JCDC would like all marketing be removed from the contract. Mr. Richards expressed his desire to have a conversation as opposed to speak about points of the contract. Rex Journey voiced his opinion, echoing Mrs. Street’s sentiment for a unified front as a county, but was unsure about how to go about accomplishing it. Mr. Schemenaur again tried to determine if marketing was a term to leave in the agreement or for it to be removed. He added the county was not looking for metrics or to micromanage the process.

Mr. Richards suggested the agreement could be written to state JCDC could perform various marketing activities that may include..._. Mr. Schemenaur quoted the 2013 contract to state “marketing services as it pertains to recruitment of new businesses and expansion of existing businesses”. The contract listed the primary objectives is to retain jobs currently located in Jay County, provide expansion opportunities which will result in more jobs in Jay County and recruitment of new businesses for Jay County resulting in a larger taxbase and increased job opportunities in Jay County. He asked if the broader language could be used to allow JCDC to find the best marketing strategy which could include social media.

Mrs. Street believed this has given them some direction. She echoed Mr. Aker’s earlier sentiment that she cannot speak for her board, but will take the information to them for discussion. She added, not speaking as a board member, but a person from Jay County, she would like to see more direction about how that plan jointly should look to represent Jay County regionally and to residents. Mr. Schemenaur explained while it could be added to the contract, the addition of a council and commissioner board member would allow county input in the process. He cautioned against making the contract too cumbersome with quotas and numbers. Mr. Aker concurred, believing it best to leave the wording vague and like the 2013 contract, with the JCDC board giving more direction. Mr. Journey expressed his desire to not have the contract spell out any numbers and be broader. He

would like the county to not tell them what to do, but for them to come up with the best solution for the county.

Mr. Schemenaur inquired if Mr. Richards felt more comfortable handling the agreement over to the JCDC board for approval. Mr. Journey asked if JCDC was uncomfortable with doing things like Yodel or Make My Move to let the county know. Mr. Richards responded he was not uncomfortable with handling those things, but did not have the manpower. Mr. Schemenaur reaffirmed the county was not committing JCDC to a marketing strategy. Mr. Richards gave some ideas such as hiring outside marketing firms, bringing in another person under JCDC or tourism, or hiring interns who are marketing majors. Mr. Schemenaur asked as staffed now, would the organization be too short staffed to handle marketing. Mr. Richards replied if the levels remained the same, they would be okay, if they were to handle a bigger workload, there would need to be another solution. When asked if he would be okay with the general wording of marketing in the agreement, Mr. Richards affirmed he would be amenable with that wording.

Mr. Schemenaur moved on to other questions pertaining to the contract including, assisting the county by meeting with businesses and other individuals to determine if their infrastructure needs are being met. The commissioners had spoken with Nate Kimball in broad terms about this point. Mr. Richards pointed out meeting with businesses was not included in the contract with ECI RPD but was included in the JCDC Agreement. Mr. McGalliard questioned if JCDC were currently completing stop in visits with all local businesses to see if they need assistance. Mr. Richards stated he does meet with businesses daily, but does not walk into every single business in the county.

Mr. Journey believed it should be handled by one entity, and if JCDC is already responsible, he would like JCDC to oversee it. If a business is talking to two different entities, it would not be a good look for the county. Mr. Aker recommended having more hands to help if it were impossible to visit every single business in the county. Mr. McGalliard echoed his sentiments, as a local business owner, he would like to see someone reach out to local businesses to offer guidance or assistance. If not by JCDC, then by ECI RPD. Mr. Richards stated he believed there was a difference between having a regimen and visiting every single business.

Mr. McGalliard questioned if JCDC was mainly focusing on bigger industries. Mr. Richards stated he was going to the Portland City Council later that night to discuss loans for two small businesses. Mrs. Street added the whole fabric of Economic Development had changed, while they used to primarily focus on manufacturing or non-retail businesses and healthcare, there had been a shift to include all types of business. She would like to see a plan and clear division, to have Travis walk in one day and Nate the next week, is not a good look for the county. Mr. Journey asked if there could be a way to make a division between retail and non-retail businesses. Mr. Richards questioned why it would need to be divided.

Mr. Aker stated several downtown business owners had reached out to say they were hurting while Meridian street was closed for construction and were concerned that no one was checking on them. Mr. Richards asked they be referred to him in the future so he could reach out to them. They have worked with Rita from the Portland Main Street Group to create a guide. She presented the guide to every downtown business open at the time. Mr. Richards asked for the names of the businesses to be able to visit them.

Mr. Schemenaur asked if Paragraph D needed deleted or modified to split duties between the two organizations. Mr. Richards questioned how the separation would work with the cities and towns and if they would start working with ECI RPD for their services. Mr. Journey asked what would be the preference for JCDC. Mr. Richards stated he would rather it stay in his contract, but was confused why ECI RPD had taken on visits when it was not written in their contract. Mr. McGalliard asked if JCDC was able or had processes in place for federal level grants. Mr. Richards stated their primary focus was on state level grants. Mr. Schemenaur suggested if JCDC agrees to the visits, leave it in the contract. The discussion on having one or two entities involved in the visits could be a discussion for another day. Mr. Richards agreed to leave it in the agreement.

The other points of the agreements were run through quickly with the only issue being JCDC serving as the liaison for grants. JCDC is currently helping with planning, INDOT, and Community crossings grants. Mr. Richards believes this to have the same issues as the visits, with an overlap of duties. Mr. McGalliard asked if JCDC had a grant writer on staff. Mr. Richards confirmed Jodi is a certified grant writer who is working on some grants. Mr. Aker suggested grants be handled by ECI RPD as they have an infrastructure to handle both federal and state grants. Mr. McGalliard concurred citing if JCDC does not have time to meet all the needs, they would need to give up something. Mr. Journey would rather see JCDC and their board decide what they could handle. Mr. Richards stated the position responsible for grants had been removed, and the manhours were not currently there.

Mr. Aker questioned if they would need to hire more help to meet all the goals, which Mr. Richards confirmed. Mr. McGalliard added the county needs to have more than one person doing grants to specialize in State, Federal and other types of grants, as one person cannot be an expert at all kinds of grants. Mr. Schemenaur asked if he could remove securing the grants from the agreement. He would still put a provision in the agreement to provide for completing existing grants. Local municipalities in the future will reach out to ECI RPD or the commissioners to start the grant process. Mr. Schemenaur will name those grants specifically in the agreement and strike out the current paragraph.

Mr. Richards asked for clarification on his current collaboration with local economic development and redevelopment organizations. The terms currently require them to come to the redevelopment meetings with the county to keeping JCDC fully informed of meetings. They clarified the confusion on whether he was a member of the board or was required to attend and assist. Mr. Schemenaur suggested the wording be changed to state the redevelopment could collaborate, assist, and cooperate as requested by the redevelopment commission. A discussion of meeting notices was had with the Jay County Redevelopment meetings most likely having a regular date of the 2nd Tuesday or Wednesday every quarter. The EDIT advisory committee language continues to mirror the ordinance. Mr. Schemenaur will make those changes and get it sent back for the JCDC board review.

The last point of agreement discussed was in relation to compensation and termination. The termination includes a six month notice requirement. The pro-rated amount would only come into effect during the first four months of the year. Mr. Richards questioned if there would ever be a refund required if termination was made on either side. Mr. Schemenaur confirmed there would be no refunds required, but a pro-rated amount given. The compensation amount was determined at \$130,000 not the \$140,000 obligated by the county council. The budgeted difference will remain in the fund if not expended.

Mr. Richards questioned how the \$130,000 amount was determined. Mr. Aker explained \$63,000 from the county for the community developer coordinator was placed in the restricted fund and had not been expended. Mr. Richards believed while it was included in the original budget, the funds were never received. The only payments received for the contract in 2023 were for \$105,000 and \$41,127.49. It was determined the numbers would be reviewed again by both parties. Mr. Aker questioned if JCDC was approaching the city of Portland to come up with the budget deficit. Mr. Richards confirmed he would be asking the city of Portland for \$8,500 at their next meeting.

Mr. McGalliard asked if JCDC was originally set up to receive both public and private funding and if the JCDC board asked for him to not do any more fundraising. Mr. Richards confirmed it was set up to receive public and private funds. He stated his time was not spent on fundraising to allow it to be spent on other things. Mr. McGalliard cited \$30,000 being raised a few years ago to an estimated \$10,900 for the 2024 budget. The total raised for 2023 as of September was \$3,750 which he believed is getting away from a public/private organization. He stated the funding and budget was the responsibility of JCDC, not the county or commissioners to make up the difference.

Mrs. Street explained JCDC was originally put together by volunteers. The intent was to have all the communities contributing monetarily including the county. The county established an EDIT (Economic Development Income Tax) to have funds to contribute to the organization and economic development. The community development got added because you cannot really pull them apart. They also had local banks and utility companies involved as benefactors of new industries. She stated while the fabric has changed, she stressed it is not a we or you, but a part of the county. She believes they are either doing something of value for the county or not.

The discussion turned towards the addition of the council and commissioner as members on the executive board. Mr. McGalliard cited the 2014-2016 agreement with JCDC included a commissioner as part of the executive committee. Mr. Richards believed it fell off with the contract, but they did have members involved during that time. Mr. McGalliard felt they had been demonized in the public and in the newspaper for requesting what had already been in the past, citing government overreach. Mr. Richards believed the comments encompassed more than just the board appointment but a culmination.

Mr. Aker asked for the status of the change in the by-laws. Mr. Richards confirmed the by-laws have not been changed. Mr. Aker also wanted to know the status of the code of conduct. He would like to see follow through if that is what they would like to do. Mr. Schemenaur asked if they would like to have the changes ready for December 11, 2023 or if they would like to make a motion today. Mr. McGalliard expressed they wait until the marketing/social media issue be resolved. Mr. Schemenaur stressed a tight timeline for approval of the new contract. All parties agreed it could be approved in January with no more changes coming from the commissioners after the next draft, December 11, 2023. The compensation will be between 130,000 and 140,000. Mr. Aker questioned if the budget deficit was at the \$130,000 or the \$140,000, with Mr. Richards confirming \$140,000.

Lastly, Mr. Richards expressed his disappointment in not being included in the discussion with Nate Kimball regarding the determination of duties after a request for clarification. Mr. Aker informed him the meeting was before the request had been made. Mr. Schemenaur explained the administrative function meeting was with their contract employee regarding job duties. Mr. Aker added the meeting was to find out from Mr. Kimball what he was willing and able to do before making any determinations. Mr. Richards would like to see both entities in the room for the discussion, not just one. Mr. Aker believed it was not necessary as the commissioners were already aware of the functions JCDC could provide. Mr. Schemenaur stressed the short timeline as the reason for speaking to Nate specifically about what he could handle. The meeting today would be to clarify what JCDC would be willing handle.

Mr. Schemenaur asked for a final direction to move forward on the contract. Mr. Richards asked the commissioners to consider his feelings in being excluded from the prior meeting. Mr. McGalliard confirmed he did understand as the commissioners were excluded from being a part of the executive committee. He stated if he was going to continue to be argumentative, they did not have to guarantee funding. Mr. McGalliard made a motion to adjourn the meeting. Ms. Franks asked if the Lifestream contract could be approved before adjournment.

LIFESTREAM

The annual grant contract for Lifestream with Indiana was presented for commissioner approval. Brian McGalliard made a motion to approve the Lifestream Contract for 2024. Rex Jourmay seconded the motion and the motion passed by unanimous vote.

With no further business, Brian McGalliard made a motion to adjourn at 3:24 p.m.; Rex Jourmay seconded the motion and the motion passed by unanimous vote.

JAY COUNTY COMMISSIONERS

Chad Aker
Chad Aker

Brian McGalliard

Rex Jourmay
Rex Jourmay

Attest: Emily Franks
Jay County Auditor